

Commonwealth of Virginia



Request for Sealed Proposals

Title: Creative Advertising and Media Buying Services

Due Date: November 30, 2021

Contact Information:

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Request for Proposals (RFP) #: 6623MG

RFP Issue Date:October 29, 2021

Contract Term: 2 Years Plus Two 2 Year Renewals

Proposal Due Date and Time:December 6, 2021; 3:00 PM EST

The Virginia Lottery does not discriminate against faith-based organizations or against an Offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. The Virginia Lottery encourages firms to provide for the participation of small businesses and businesses owned by minorities and women through partnerships, joint ventures and subcontracting opportunities.

Complete Legal Name of Offeror's Firm: _____

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I. **PURPOSE:**

The purpose of this Request for Proposal (“RFP”) is to seek multiple qualified vendors to provide comprehensive creative advertising strategy and media buying services to the Virginia Lottery (“Lottery”).

II. **BACKGROUND:**

Today, the Virginia Lottery is working to move our brand forward while also reflecting on the strong reputation we’ve built over 33 years -- imagining what’s possible, providing fun, entertaining experiences -- and doing it responsibly and with integrity.

The resultant contract(s) from this RFP will support both the Lottery’s Marketing and Public Affairs and Consumer Relations (PACR) Departments.

The Lottery Marketing department is a consumer-focused department that has an extensive understanding of Virginia’s adult consumers, cultivates customer relationships, and develops comprehensive marketing strategies that are uniquely relevant to specific consumer segments to attract the broadest possible current and future consumer base.

The goals of the PACR Department are to maintain integrity and transparency of the Virginia Lottery, through media relations, legislative relations, responsible gaming and consumer protection messaging, social media and day-to-day customer interactions. Additional goals include highlighting messaging related to the Virginia Lottery’s mission of contributing to Virginia’s K-12 public education, through education-related campaigns and sponsorships.

Additionally, the Lottery is very active on social media with a large following, especially on Facebook. Current social media efforts and needs are strategically focused on driving engagement and finding ways to bring our brand to life on a variety of social channels while protecting the Lottery’s reputation and fulfilling customer service needs.

Furthermore, the Lottery has evolved from traditional media planning and buying to creating holistic engagement plans that include all channels – owned, earned and paid. The Lottery uses primary and secondary consumer research to create channel plans that are most often narrowcast to a specific segment instead of broadcast to everyone. The list of consumer touch points is constantly expanding and there is a need to meet the consumers demand for fresh and relevant content on all channels.

To provide Offerors with an idea of Lottery account service requirements as well as campaign and meeting needs, sample responsibilities are listed below. Please note that the following is not an all-inclusive list and is merely provided to give Offerors an idea of potential workload.

Yearly Activities

The Lottery on a yearly basis will implement the following:

- An average of four (4) to six (6) statewide advertising campaigns for either Scratchers or Draw game products.
- An average of two (2) to four (4) statewide digital campaigns
- An average six (6) to 10 Chain account activities

- An average launch of 40 to 50 scratcher games a year with all of them receiving some form of advertising which could include broadcast, POS only, digital and billboard.
- Five (5) to six (6) PACR campaigns for Media Buying Services

Monthly Creative:

The Lottery on a monthly basis will implement the following:

- In-Store TV Network show updates
- Point of Sale (POS) which includes at least 10 different pieces, various sizes
- Multiple formats of digital POS for vending machines and other retail digital displays (i.e. Walmart, CVS, and Kroger Vending Machine Point-of-Sale, Doc Walker Sponsorship assets, Urban Views Website, etc)
- CVS/ATM Screen Advertising elements
- Doc Walker Sponsorship assets
- Digital billboards
- Social assets
- Retailer signage
- Sponsorship Elements – logos, ads, images, etc.

The Awarded Offeror can expect to produce the following:

- Warehouse Stock:
 - Signage
 - How to Play Brochures
 - Penny Trays, Lane Closed sign, Lane dividers
 - Flutter flags
 - Retailer Banner and Signage
 - In-Counter Dispenser (ICD) Change Mats
 - Winner Awareness Items
 - Low Volume POS
 - Miscellaneous merchandising items and signage
- Full Campaign needs:
 - Radio scripts & radio recording
 - POS
 - Gas Station TV
 - TV scripts & production
 - Digital assets
 - Out of Home (OOH) advertising/ digital billboards

Current Regular scheduled meetings:

- Weekly ad status
- Monthly catch-up w/creative agency
- Weekly catch-up w/creative agency
- Tactical media
- Kick-off campaign

- Creative wrap-ups
- Media campaign wrap-ups
- Ad-hoc meetings with PACR team

III. **STATEMENT OF NEEDS:**

For purposes of this solicitation, desired services are under one (1) of two (2) categories:

Lot 1: Creative Advertising Strategic Services

Lot 2: Media Buying Services

Offerors may provide a response to one category **or** both categories. Each category will be evaluated separately. A separate proposal for each category is required to allow for evaluation of proposed services. Proposed categories shall be clearly marked and easily discernable.

A. **LOT 1: CREATIVE ADVERTISING STRATEGIC SERVICES**

Offeror shall have the ability to develop and support the Lottery's creative advertising strategy by supporting the following functionalities:

1. Branding

Offeror shall have the ability to serve as the creative and strategic lead for all retail Lottery products to ensure all marketing initiatives are aligned and holistic to guarantee continuity and brand vision. Primary duties shall include, but are not limited to:

- a. Building and evolving the Lottery's refreshed brand
- b. Attracting new retail customers
- c. Engaging with current Lottery players
- d. New customer retention

2. Advertising Services

a. Mass Media Advertising

Offeror shall have the ability to provide expertise to the Lottery and develop the following initiatives:

- i. Customer Engagement and Campaigns
- ii. Customer Relationship Management
- iii. Retail and Vending Strategy
- iv. Retail Merchandising
- v. Sales Incentives
- vi. Retail Promotions
- vii. Sales Support
- viii. Estimates and Billing for Printing and Production

b. Retail Advertising

Offeror shall have the ability to create advertising and marketing promotions and campaigns to be used at Lottery retailer locations. Specific requirements include, but are not limited to:

- i. Drive loyalty for Lottery customers

- ii. Provide knowledge of merchandising tools, retail trends, effective in-store placement, retail insights, retail innovation and changes in consumer behaviors.
- iii. Develop an extensive understanding of all current and future brick-and-mortar retail channels and customers. Examples of information include retail strategies, products, incentives, promotions, and communications.

c. Social Media Advertising

Offeror shall have the ability to increase engagement on all social media platforms around our products. This shall include social media strategy development, deployment, and maintenance for the Lottery's social media channels. Specific requirements include, but are not limited to:

- i. Social Media Product Promotional Strategy
- ii. Social Media Product Focused Content Planning
- iii. Social Media Product Focused Consumer Trends

3. Production Services

Offeror shall have the ability to provide production services capable of supporting all aspects of a given campaign, including but not limited to: Print design; Point of Sale (POS), television spots; radio spots; direct marketing; outdoor advertising; digital advertising; and other forms of production services necessary to support the Lottery's marketing campaign(s).

4. Creative Development

Offeror shall have the ability to provide creative services such as concept development, copywriting, art direction, layout and design, video and image collection, graphic design, asset organization and management, and other creative services needed to support, develop, and track the Lottery's brand and marketing campaign(s). Specifically, creative development shall assist with developing the following:

- Television Advertising
- Radio Advertising
- Digital and Social Media Advertising
- Print Production and Delivery
- Point-of Sale Design, Production, and Delivery

5. Methodologies and Processes

a. Campaign Management

Offeror shall have the ability to manage projects and track the status of required tasks to complete advertising campaigns as directed by the Lottery. Specific requirements include, but are not limited to:

- Developing a project schedule for each campaign.
- Leading a lessons learned session and providing a written assessment of completed campaigns.
- Providing an analytical assessment of each campaign.

b. Account Team

Contractor shall have the ability to provide a full account team to support the Lottery's account. Specific roles shall include, but are not limited to:

- Account Director
- Creative Director
- Strategy/Planning Specialist
- Account Executive
- Project Manager
- Production Managers (Print, Digital, and Audio/Video)
- Art Directors and Copywriters

c. Billing

- i. Offeror shall have the ability to notate the account code (i.e., POS, radio production, product-specific support, etc.) on each invoiced line item as required by the Lottery. Additionally, the Offeror shall have the ability to summarize total amounts by account code on each invoice.
- ii. Offeror shall have the ability to provide back-up documentation (i.e., vendor invoices, receipts, etc.) for all subcontractor and vendor expenses. Additionally, Offeror shall have the ability to provide payment information to subcontractors and vendors to include payment date and check number (or similar).
- iii. Invoices need to be accompanied by Lottery-signed Cost Estimates or Media Authorizations.
- iv. Invoices shall be submitted as one package and no later than the fifth of each month.
- v. The Lottery will provide training on account codes and invoicing procedures.

B. LOT 2: MEDIA BUYING

Offeror shall have the ability to manage complex purchasing of media for all Lottery products across all media platforms. The Lottery currently utilizes the following media platforms: broadcast, cable, digital, Over the Top (OTT), social, radio and Out of Home. Specific requirements include, but are not limited to, the following:

1. Media Buying Services

- a. Offeror shall have the ability to collaborate with the Lottery when developing strategic media plans to ensure key objectives are met.
- b. Offeror shall have the ability to build partnerships with media outlets to deliver added value for every media buy.
- c. Offeror shall have the ability to develop an annual media buying plan.
- d. Offeror shall have the ability to provide designated staff for daily optimization of digital advertising buys in compliance with best practices.
- e. Offeror shall have the ability to provide key performance indicators for measuring the return on investment for all media channels.
- f. Offeror shall have the ability to illustrate innovation and consistently recommend new products, tools, and strategies to the Lottery.

- g. Offeror shall have the demonstrated ability to collaborate with multiple internal and external partners to maximize the value for the Lottery's media buying investment.
- h. Offeror shall have the ability to produce and provide a dashboard, which is accessible 24/7, to allow the Lottery to review digital campaign efficacy in real time.
- i. Offeror shall have the ability to provide appropriate technical support to work with the Lottery internal digital team to create effective digital campaign tracking, including, but not limited to, the Virginia Lottery's Google Analytics.
- j. Offeror shall have the ability to produce a post-buy analysis with recommendations for future campaigns.
- k. Offeror shall have the ability to attend quarterly meetings with the Lottery team to review results and shape future media buys.
- l. Offeror shall have the staff to handle an annual media budget buying in the range of \$18,000,000 to \$23,000,000.

2. Campaign Management

Offeror shall have the ability to manage projects and track the status of required tasks to complete advertising campaigns as directed by the Lottery. Specific requirements include, but are not limited to:

- Developing a project schedule for each campaign.
- Leading a lessons learned session and providing a written assessment of completed campaigns.
- Providing an analytical assessment of each campaign.

3. Account Team

Contractor shall have the ability to provide a full account team to support the Lottery's account. Specific roles shall include, but are not limited to:

- a. Media Director
- b. Media Account Executive
- c. 360 Media Specialist
- d. Digital Media Specialist

4. Billing

- a. Offeror shall have the ability to notate the account code (i.e., TV, radio, outdoor advertising, etc.) on each invoiced line item as required by the Lottery. Additionally, the Offeror shall have the ability to summarize total amounts by account code on each invoice.
- b. Offeror shall have the ability to provide back-up documentation (i.e., vendor invoices, receipts, etc.) for all subcontractor and vendor expenses. Additionally, Offeror shall have the ability to provide payment information to subcontractors and vendors to include payment date and check number (or similar).
- c. Invoices need to be accompanied by Lottery signed Cost Estimates or Media Authorizations.

- d. Invoices shall be submitted as one package and no later than the fifth of each month.
- e. The Lottery will provide training on account codes and invoicing procedures.

IV. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. **GENERAL REQUIREMENTS:**

- 1. RFP Response:
 - a. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and seven (7) copies of each proposal must be submitted to the Lottery. Each hardcopy proposal must also contain the following:
 - (1) An electronic version of the complete proposal on a jump drive, and
 - (2) An electronic version of the complete proposal with any proprietary information removed. Proprietary information is detailed in section 2.d. below.
 - b. No other distribution of the proposal shall be made by the Offeror.
 - c. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
- 2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror.
 - b. Failure to submit all information requested may result in the Evaluation Team giving a lowered evaluation score of the proposal.
 - c. An explanation describing how the Offeror will accomplish each requirement must be included in the proposal. The phrase "fully comply" without an explanation is unacceptable. If a requirement is not being provided, state "Not Provided." Proposals, which are substantially incomplete or lack key information, may be rejected by the Lottery.
 - d. Ownership of all data, materials and documentation originated and prepared for the Lottery pursuant to the RFP shall belong exclusively to the Lottery and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342 of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal

document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- e. Pricing proposals shall be submitted independently and separately of the rest of the Offeror's response.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation to the Evaluation Team. This provides an opportunity for the Offeror to clarify or elaborate on the proposal.
4. Page Limits:
Offeror's Sections 2-4 for Lot 1 and Sections 2-3 for Lot 2 shall be limited to 50 pages each with each case study not exceeding two (2) pages. A page is defined as 8 ½ by 11 inch paper. Double sided printing shall count as two (2) pages. Graphs, drawings, diagrams, supporting illustrations, or spreadsheets larger than 8 ½ by 11 inches will count as one page and shall not be greater than 11" x 17". Margins shall be no smaller than 1 inch and each page shall be numbered consecutively. Offeror must use a 12-point font or larger.

The 50-page limitation includes any charts, graphs, drawings, diagrams supporting illustrations, or spreadsheets, etc. but excludes the following:

- Cover page
- Table of contents
- List of acronyms (if utilized)
- Past performance case studies (not to exceed two pages each)
- Section 1

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals shall be as thorough and detailed as possible so that the Lottery may properly evaluate Offeror's capabilities to provide the required services. In addition to any other requirements imposed by Section III of this Request for Proposals, Offerors are required to submit the following items as a complete proposal. **Offerors should organize proposal content by sections as requested below.**

Offerors are not required to duplicate Section 1 if responding to both lots. One version of Section 1 is all that is required.

Section 1: Signed Cover Page, Addenda, and/or Exceptions to T/Cs:

Includes information required by the Lottery in reference to Offeror's business information and RFP requirements not related to the scope of work and pricing. This section also allows the Offeror to designate any proprietary information in the proposal. **Please note, marking the entire proposal as proprietary and/or the pricing submitted within the proposal as proprietary will not be accepted by**

the Lottery and risks proposal rejection. This section must include the following information at a minimum:

- i. A fully completed and signed Signature and Offeror Profile Sheet.
- ii. A cover letter indicating which lot(s) the Offeror is responding to.
- iii. A fully completed Proprietary Information table which indicates the page number(s) containing proprietary information:

Proprietary Information Table:

Section/Title	Page Number(s)	Reason(s) for Withholding From Disclosure

- iv. The acknowledgement of any addenda released in reference to this RFP.
- v. Desired exceptions to any Special Terms and Conditions within the RFP. An Offeror's request to remove or modify a Special Term and Condition within the RFP does not guarantee the Lottery's acceptance of the Special Term and Condition exemption or any modification of a Term of Condition. ****NOTE:** The Lottery will not sign any Offeror's documents, MSAs, or any other type of agreement(s). The Lottery's General Terms and Conditions shall not be negotiated.

*If responding to **Lot 1: Creative Advertising Strategy**, Offerors' response shall provide the following:*

Section 2. Advertising Services

- i. Offeror shall describe their ability to constantly evolve the Lottery's brand as required in *Section III A. 1. Branding*.
- ii. Offeror shall provide details of all capabilities and areas of expertise to fulfill the requirements for the advertising types listed in *Section III A. 2. Advertising Services*.
- iii. Offeror shall describe their ability to provide production services as required in *Section III A. 3. Production Services*.

Section 3: Creative Services

- i. Offeror shall describe their ability to provide creative services as required in *Section III A. 4. Creative* to include their creative and ideation process for developing new ideas for all forms of advertising.
- ii. Offeror shall provide brief examples of past creative projects for Lottery or Consumer Package Goods (CPG) campaigns.

Section 4: Account Management/Strategic Planning:

- i. Offeror shall describe their ability and solution for managing and tracking advertising campaigns as required in *Section III. A. 5. a. Campaign Management*
- ii. Offeror shall describe how it will provide the Lottery with information and insights from emerging consumer trends, new ideas, and new advertising techniques.
- iii. Offeror shall describe their proposed strategic process including determination of audience, determination of insight and development of the strategy which delivers on this insight.
- iv. Offeror shall describe how their account and creative teams' interface with each other and other relevant Offeror departments.
- v. If proposing any subcontractors, Offeror shall describe how subcontractors will be managed to ensure requirements are met.
- vi. Offeror shall detail their account team to include biographies/resumes of each required role *Section III. A. 5. b. Account Team*.
- vii. Offeror shall detail how their billing process will meet the needs of the Lottery as required in *Section III A. 5. c. Billing Process*.

Section 5: Case Studies

The Offeror shall provide three (3) examples of past performance where similar work was performed. These case studies shall include who the customer was, the scope of the project, how the project is relevant to the requirements listed in the Statement of Needs, and any other details the Offeror deems important. Offeror shall submit one (1) case study that is relevant to the following:

- i. A statewide/national or similar advertising campaign for a consumer product. Offeror shall detail issues and problems encountered, how those issues and problems were solved, strategies and tactics used, and the result of the campaign.
- ii. An advertising campaign to promote a product promotion (i.e., coupon program, loyalty program, etc.). Offeror shall detail issues and problems encountered, how those issues and problems were solved, strategies and tactics used, and the result of the campaign.
- iii. A digital only media campaign to promote a good or service. Offeror shall detail issues and problems encountered, how those issues and problems were solved, strategies and tactics used, and the result of the campaign.
- iv. A Branding campaign for consumer product or service. Offeror shall detail how the new Brand was created, what steps lead to this new Brand and how this new brand was rolled out to the public, internal staff and others associated with the Brand (retailers, jobbers, etc.)

Section 6: Small, Women-owned, and Minority-owned Business (SWaM)

Offeror shall provide a detailed description of participation of minority-owned, woman-owned, and small businesses in the performance of this Contract through subcontracting programs. Please complete the SWaM table below Please note: the Lottery only recognizes business certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as SWaM. Offerors may add additional lines as required:

Small Business Name and Certificate Number	Planned Involvement	Planned Contract Dollars
Certificate #:		\$
Certificate #:		\$
Total Planned Contract Dollars		\$

Offerors may find a list of registered SWaM companies by contacting SBSD or visiting <https://www.sbsd.virginia.gov/certification-division/swam/>.

*If responding to **Lot 2: Media Buying**, Offerors' response shall provide the following:*

Section 2: Account Management/Strategic Planning:

- i. Offeror shall demonstrate the methodology used to collaborate with the Lottery to create strategic plans for the complex procurement of media across all media platforms: broadcast, cable, digital, social, radio, and Out of Home as requested in *Section III. Statement of Needs, B. 1. Media Buying a.*
- ii. Offeror shall describe how they are able to provide added value to media buys and provide previous examples as requested in *Section III. Statement of Needs, B. 1. Media Buying b.*
- iii. Offeror shall provide a detailed response of the methodology used to develop an annual media buying plan as requested in *Section III. Statement of Needs, B. 1. Media Buying c.*
- iv. Offeror shall detail how they learn new industry practices and recommend appropriate new tools, practices, and strategies to the Lottery as requested in *Section III. Statement of Needs, B. 1. Media Buying f.*
- v. Offeror shall describe their ability and solution for managing and tracking media buying campaigns as required in *Section III. B. 2. Campaign Management.*

- vi. Offeror shall detail their account team to include biographies/resumes of each required role *Section III. B. 3. Account Team*.
- vii. Offeror shall detail how their billing process will meet the needs of the Lottery as required in *Section III B. 4. Billing Process*.

Section 3: Media Campaign Strategy, Planning, and Purchasing

- i. Offeror shall describe how individual campaigns developed and evaluated to include recommended key performance indicators as requested in *Section III. Statement of Needs, B. 1. Media Buying a and e*.
- ii. Offeror shall describe their process for tracking digital campaigns to include the proposed dashboard and other tracking tools as well as optimizing digital advertising mid-campaign as requested in *Section III. Statement of Needs, B. 1. Media Buying d, h, and i*.
- iii. Offeror shall describe their process for providing post-buy analysis and recommendations at the end of each campaign as requested in *Section III. Statement of Needs, B. 1. Media Buying j*.

Section 5: Case Studies

The Offeror shall provide three (3) examples of past performance where similar work was performed. These case studies shall include who the customer was, the scope of the project, how the project is relevant to the requirements listed in the Statement of Needs, and any other details the Offeror deems important. Offeror shall submit one (1) case study that is relevant to the following:

- i. A statewide/national or similar media buying campaign for a consumer product. Offeror shall detail issues and problems encountered, how those issues and problems were solved, strategies and tactics used, and the result of the campaign.
- ii. A media buying campaign to promote a product promotion (i.e., coupon program, loyalty program, etc.). Offeror shall detail issues and problems encountered, how those issues and problems were solved, strategies and tactics used, and the result of the campaign.
- iii. A digital only media buying campaign to promote a good or service. Offeror shall detail issues and problems encountered, how those issues and problems were solved, strategies and tactics used, and the result of the campaign.
- iv. A media buying campaign designed to reach a key stakeholder audience or specific geographic area. Offeror shall detail how the campaign was designed and results of the campaign.

Section 6: SWaM

Offeror shall provide a detailed description of participation of minority-owned, woman-owned, and small businesses in the performance of this Contract through subcontracting programs. Please complete the SWaM table below (Please note: the Lottery only recognizes business certified by the Virginia Department of Small Business and Supplier Diversity as SWaM). Offerors may add additional lines as required:

Small Business Name and Certificate Number	Planned Involvement	Planned Contract Dollars
Certificate #:		\$
Certificate #:		\$
Total Planned Contract Dollars		\$

Offerors may find a list of registered SWaM companies by contacting SBSD or visiting <https://www.sbsd.virginia.gov/certification-division/swam/>.

C. SOLICITATION QUESTIONS AND PROCUREMENT TIMELINE:

1. Submit all inquiries concerning this RFP in writing via email, subject "Questions on RFP #6623MG" to:

SPOC: Mike Gerdes, Procurement Manager

Email: mgerdes@valottery.com

All contact, whether verbal or written, pertaining to this RFP, shall be with that designated Contract Officer for the duration of the procurement process.

The Lottery does not guarantee a response to any questions received after November 22, 2021.

2. The following procurement timeline is subject to change as the procurement progresses. Please note the deadline within which to submit questions.

Procurement Process	Estimated Completion Date
Optional Pre-Proposal Conference <i>See Page 24 for More Information</i>	November 8, 2021; 2:30 PM EST
First Round of Questions	November 9, 2021; 12:00 PM EST
Addendum #1 issues (if applicable)	November 12, 2021
Second Round of Questions (if applicable)	November 22, 2021; 12:00 PM EST
Addendum #2	November 29, 2021
RFP Due Date	December 6, 2021; 3:00 PM EST
Estimated Contract Award	Approximately April 2022

*Issue dates of Addenda are dependent on the number of questions received.

V. **EVALUATION AND AWARD CRITERIA:**

A. **EVALUATION CRITERIA:**

The Virginia Lottery seeks to Contract for the goods and/or services described herein with the responding Offeror who submits the best proposal as modified through negotiations. The written proposals, and any subsequent negotiated offers, will be evaluated and judged by the Virginia Lottery based on the following criteria:

Lot 1: Creative Advertising Services

Evaluation Criteria	Scoring Points Available
Creative Services	30
Advertising Services	20
Account Management	20
Case Studies	10
SWaM	10
Pricing	10
Total Points Available	100

Lot 2: Media Buying

Evaluation Criteria	Scoring Points Available
Media Campaign Strategy, Planning, and Buying	35
Account Management/Strategic Planning	30
Case Studies	15
SWaM	10
Pricing	10
Total Points Available	100

B. **AWARD OF CONTRACT:**

One or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluation factors stated herein. Negotiations may be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the Lottery may select the Offeror(s) who, in its opinion, has made the best proposal, and award the Contract to that Offeror(s). The Virginia Lottery may cancel this RFP or reject proposals at any time prior to the award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should it be determined in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror.

V. **SPECIAL TERMS AND CONDITIONS:**

A. **ADVERTISING:**

In the event a Contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such services to the Lottery shall be used in product literature or advertising without the Lottery Executive Director's prior written approval. The Contractor shall not state in any of its advertising or product literature that the Lottery has purchased or uses its products or services.

B. **AUDIT:**

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Lottery, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **PROPOSAL ACCEPTANCE PERIOD:**

Any proposal in response to this solicitation shall be valid for 180 days. At the end of the 180 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

D. **CANCELLATION OF CONTRACT:**

The Lottery reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event of a material breach with no options to cure, the Lottery reserves the right to cancel this Contract within ten (10) calendar days written notice. If the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

E. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

The Contractor assures that information and data obtained as to personally-identifiable information and circumstances related to Lottery players/consumers, employees, retailers, vendors, applicants, and/or licensees will be collected and held confidential, during and following the term of the Contract, and will not be divulged without the individual's and the Lottery's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a Contract are required to safeguard this information and immediately notify the Lottery of any breach or suspected breach in the security of such information. Contractors shall allow the Lottery to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

F. **CONTINUITY OF SERVICES:**

The Contractor recognizes that the services under this Contract are vital to the Lottery and must be continued without interruption and that, upon Contract expiration, a successor, either the Lottery or another Contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all Lottery owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
3. That the Lottery Contracting Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

G. **DISCOUNTS, PROMPT PAYMENT:**

Discounts for prompt payment will not be calculated in determining net low proposal. Discounts for prompt payment will be shown on the purchase order/Contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the Virginia Lottery's Accounts Payable Department. Offeror shall indicate discount (if applicable) with the

“Pricing section” near the end of this solicitation.

H. **IDENTIFICATION AND DELIVERY OF PROPOSAL:**

The cover page of this solicitation will indicate whether proposals will be accepted as sealed or unsealed. If this solicitation indicates “sealed” proposals will be received for this procurement, all proposals received must be enclosed in an envelope or package and identified as follows:

IF PROPOSAL IS MAILED: Offeror must mail proposal to the Virginia Lottery, Attention: 22nd Floor Purchasing Office, 600 East Main Street, Richmond, Virginia 23219. The proposal must be enclosed in an envelope or package and identified as follows:

Name of Offeror
Due Date and Time
Offeror’s complete address
RFP No.
RFP Title

If a proposal is not identified as outlined above, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope or package.

IF PROPOSAL IS HAND DELIVERED (INCLUDING COURIER): Proposal must be delivered to 600 East Main Street, Richmond, Virginia 23219. Due to increased building security, an Offeror must only deliver a proposal to the Security Guard Station located on the **Main Street entrance** of the Lottery Headquarters, Main Street Centre (address above). **However, the Security Guard is not responsible for identifying the date and time a proposal is received; only a Virginia Lottery employee can make that determination.** The Security Guard will contact an appropriate Lottery employee for proposal receipt; this process could take 30 minutes or more.

Due to COVID 19 restrictions, it is highly recommended that an appointment is made to hand deliver proposals.

Late proposal will not be accepted.

Note: The Lottery does not conduct public openings.

I. **INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless the Commonwealth, the Lottery, their Board Members, officers, directors, agents and employees (collectively, “Commonwealth’s Indemnified Parties”) from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively,

“Claims”), incurred by, borne by or asserted against any of Commonwealth’s Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of the Contractor, (ii) any act or omission of any employee, agent, or subcontractor of the Contractor, (iii) breach of any representation, warranty or covenant of the Contractor contained herein, (iv) any defect in the Contractor-provided products or services, or (v) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Contractor-provided products or services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies, the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases involving the Commonwealth or state agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth’s Indemnified Parties alleging that use of the Contractor-provided products or services, including any components thereof, or that the Contractor’s performance or delivery of any product or service under this Contract infringes any third party’s intellectual property rights and the Contractor is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Contractor shall immediately notify the Lottery in writing, via certified mail, specifying to what extent the Contractor believes it is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Commonwealth’s Indemnified Parties and secure a continuance to permit the Lottery to appear and defend their interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the Lottery may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Contractor-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Contractor’s performance, and in addition to all other obligations of the Contractor in this Section, the Contractor shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to the Lottery. And in addition, the Contractor shall provide any the Lottery with a comparable temporary replacement products and/or services or reimburse the Lottery for the reasonable costs incurred by the Lottery in obtaining an alternative product or service, in the event the Lottery cannot use the affected Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. If the Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then the Contractor

shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components rendered unusable by the Lottery as a result of the infringing component, and refund the price paid to the Contractor for such components.

J. NOTICE OF MATERIAL LEGAL DISPUTE:

Contractor shall notify the Lottery of its involvement in any legal dispute that is or may become material to this Contract. Contractor shall provide the Lottery with pertinent, non-privileged details upon request.

K. OWNERSHIP OF WORK PRODUCT

Neither the Contractor nor any of their approved subcontractor shall have any proprietary rights or interests in any intellectual properties (including, without limitation, patents, copyrights, equipment, firmware, mask works, trademarks (and the goodwill associated therewith) and service marks (and the goodwill associated therewith)) (all of the foregoing being collectively defined as the “Intellectual Property Rights”) products, materials, intellectual properties developed, data, documentation, approaches, systems, programs, methodologies, or concepts, ideas or other content or items of any kind or nature developed, produced or provided in connection with the services provided for the Lottery under the Contract (collectively, the “Lottery Intellectual Properties”). All deliverables, written materials, campaigns, designs, tangible or intangible materials, intellectual or other property or other work product of any kind or nature produced, revised, created, modified or prepared by Contractor and any of their subcontractors in connection with the Contract, the RFP or for the Lottery (collectively, the “Work Product”) will be deemed, to the greatest extent possible, “work made for hire” under Section 101 of the United States Copyright Act, 17 U.S.C. Section 101 to be exclusively owned by the Lottery. To the extent that any Work Product does not qualify as a “work made for hire,” the Contractor and each of the subcontractors hereby irrevocably transfer, assign and convey to the Lottery all right, title and interest in the Work Product, together with all copyrights, patents, trade secrets, confidential information, trademarks and service marks (and the goodwill associated therewith) and rights (all of the foregoing being collectively defined as the “Intellectual Property Rights”), free and clear of any liens, security interests, hypothecations, pledges, claims or other encumbrances of any kind or nature, to the fullest extent permitted by law. At the Lottery’s request, Contractor and their subcontractors shall execute, and shall cause their personnel to execute, all assignments, applications, writings, instruments or other documentation of any kind or nature deemed necessary or beneficial by the Lottery so that the Lottery may perfect or protect its rights as provided herein. Contractor and their subcontractors shall require their employees, and permitted agents, independent contractors and consultants to execute agreements assigning all of their rights in the Work Products, and all Intellectual Property Rights therein, to the Lottery, directly or indirectly, and shall provide the Lottery with documentation evidencing its compliance with this requirement upon the Lottery’s request. The intent of the Lottery is that the Lottery is the sole owner of, and is able to continue to use any or all of, the Work Product that it chooses in the conduct of its lottery games and other activities.

L. **PERFORMANCE, CONTRACTOR:**

Contractors providing goods and services to the Lottery are required to perform in accordance with the terms and conditions of their contract. When contractual requirements are not met, the following actions may be taken (at the Lottery's option):

1. **Contractor Complaint Form:**

If a Contractor fails to perform in accordance with the terms and conditions of the contract, the Lottery will prepare a Contractor Complaint Form and forward to the Purchasing Office. This form will be sent to the Contractor for a corrective action plan.

2. **Default:**

If the Contractor is non-responsive to the complaint form or does not satisfy the corrective action plan submitted in the complaint form or provides an unsatisfactory corrective plan as determined by the Lottery, the Contractor may, at the Lottery's discretion, be placed in default and notified via Contractor Complaint Form.

3. **Ineligible for Award:**

Once placed in default, the Contractor will be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of **three years**.

4. **Re-procurement of Goods and Services:**

In addition to a Contractor's ineligibility for award of programs over \$5,000, the Lottery may procure the goods and/or services from other sources and hold the Contractor responsible for the price difference of the original contract amount and the amount of the new contract. The Lottery will follow competitive principles as outline herein for the re-procurement.

The Contractor will remain in default until the re-procurement costs have been paid to the Lottery. The Contractor is still subject to the three-year ineligibility based on the default regardless as to when the re-procurement cost is paid.

5. **Number of Complaints:**

a) For Term Contracts: if the Contractor has received three or more complaints within the initial contract period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.

b) For a Renewal Period: if the Contractor has received three or more complaints within a renewal period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of contract. Ineligibility shall apply even though a satisfactory resolution to

all complaints occurred.

- c) For Spot Purchases: if the Contractor has received three or more complaints within a period of one year as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of one year after the issuance of the third Contractor Complaint Form. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.

M. **PREPROPOSAL CONFERENCE - OPTIONAL:**

An optional preproposal virtual conference will be held at 2:30 PM ET on November 8, 2021. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Please email mgerdes@valottery.com no later than November 5, 2021, with the email addresses of those intending to attend and a link to the meeting will be provided. The conference will start promptly at 2:30 PM ET, late attendees will not be admitted.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

N. **PRIME CONTRACTOR RESPONSIBILITIES:**

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

O. **PROCUREMENT GUIDELINES & PROCEDURES**

The Contractor agrees to procure any necessary pass-through goods or services in conjunction with Lottery procurement procedures, notwithstanding the foregoing. This section (procurement guidelines & procedures) shall not apply to the procurement of licensed intellectual property that may or may not be included in any deliverable provided to Lottery. Pass-through costs shall only be billed at actual costs with no additional administrative mark-up by Contractor. A goods purchase shall be defined as any commodity with a tangible product being delivered at completion of the order; examples may be but are not limited to t-shirts, hats, gift cards, etc.

1. The following procedures shall be followed for the purchase of a good:

- a) A minimum of five (5) competitive bids, including a minimum of one (1) small, women- or minority-owned (“SWaM”) business, are required for all purchases between \$5,001 - \$100,000.
 - b) A minimum of six (6) competitive bids, including a minimum of two (2) SWaM businesses, are required for all purchases of \$100,001 and above.
 - c) The Lottery must approve all estimates for the purchase of goods prior to actual purchase.
- 2. Should the Contractor purchase any services, excluding services deemed to be intellectual property, the following procedure shall be followed:
 - a) Lottery Procurement Manager shall be informed of project prior to project start.
 - b) Lottery Procurement Manager, or designee, Contractor, and Marketing designee shall discuss procurement procedures and all efforts to negotiate proposal(s) received prior to any award.
 - c) Lottery Procurement Manager, or designee, and/or Lottery General Counsel, or designee, shall have the opportunity to review and amend any resulting contract prior to all parties signatures.
- 3. The SWaM owned businesses shall be selected from a list available from the Department of Small Business and Supplier Diversity (SBSD), www.SBSD.virginia.gov, and they shall be identified as a SWaM-owned business on the list of Bidders solicited. If adequate registration in the commodity required is not available, the Contractor shall document the procurement file with the efforts made to include the appropriate number of SWaM-owned businesses. Solicitation of SWaM-owned businesses should not be construed as authorizing or directing the exclusion of non-SWaM-owned businesses; rather, the purpose is to include as many qualified businesses as possible. Any potential deviation from this practice shall require advance written approval from the Lottery’s Procurement Office. Note: No vendor shall be considered a small, women- or minority-owned business enterprise unless certified as such by SBSD.
- 4. Any pass-through purchases, excluding purchases deemed to be intellectual property, shall include at least one bid from a Virginia based company when such goods and services can be obtained from a company within the Commonwealth.
- 5. Contractor shall maintain records of all competitive bids and job history with a file for each project. Upon request by the Lottery, the Contractor shall promptly make any files available for review.

P. **REFERENCES:**

Offerors shall provide a list of at least three (3) references where similar goods

and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Q. RENEGOTIATION OF CONTRACT

The Lottery reserves the right, at any time during the Contract term or any renewals of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the Lottery at the time of Contract execution. The Lottery may initiate such negotiations whenever the Lottery determines that it is in the Lottery's best fiscal interests to do so. Notwithstanding any other provision of this Contract to the contrary, the Lottery may terminate this Contract immediately and without penalty if the Lottery is unable to renegotiate the compensation with the Contractor to an amount which the Lottery determines to be appropriate.

R. RENEWAL OF CONTRACT:

This Contract may be renewed by the Lottery upon written agreement of both parties for two successive two-year periods, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.

S. SECURITY CLEARANCE – VIRGINIA LOTTERY:

All Contractor personnel, entering the Main Street Centre Building, are required to obtain security clearance prior to their arrival at the Lottery Headquarters. For information on the clearance process, call Lottery Security at (804) 692-7200. Failure to obtain the necessary security clearance will result in access to the building being denied.

T. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the Lottery. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Lottery the names,

qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by their subcontractor(s) and shall assure compliance with all requirements of the Contract.

VI. **GENERAL TERMS AND CONDITIONS:**

The Lottery's General Terms and Conditions shall not be negotiated.

A. **ANTI-DISCRIMINATION:**

By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the Virginia Lottery.

In every Contract over \$10,000 the provisions in 1. and 2. below apply:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. **ADDENDA:**

Any changes or supplemental instructions to this Request for Proposals shall be in the form of written addenda. Each Offeror is responsible for determining that all

addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda so issued shall become part of the RFP and any resulting Contract documents.

C. **ANNOUNCEMENT OF AWARD:**

Upon the award or the announcement of the decision to award a Contract over \$50,000, as a result of this solicitation, Lottery will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov).

D. **ANTITRUST:**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

E. **APPLICABLE LAWS AND COURTS:**

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts located the City of Richmond, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations including Virginia Lottery Law § 58.1-4000 et seq. and the Virginia Lottery Purchasing Manual.

F. **ASSIGNMENT OF CONTRACT:**

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Lottery.

G. **AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the Lottery shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this Contract.

H. **PROPOSAL PRICE CURRENCY:**

Unless stated otherwise in the solicitation, Offerors shall state proposal prices in US dollars.

I. **CHANGES TO THE CONTRACT:**

Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
2. The Lottery may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of

the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Lottery a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Lottery's right to audit the Contractor's records and/or to determine the correct number of units independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Lottery with all vouchers and records of expenses incurred and savings realized. The Lottery shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Lottery within thirty (30) days from the date of receipt of the written order from the Lottery. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Lottery's Purchasing Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Lottery or with the performance of the Contract generally.

J. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Lottery.

K. DEBARMENT STATUS:

By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

L. DEFAULT:

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Lottery, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional

purchase and administrative costs. This remedy shall be in addition to any other remedies which the Lottery may have.

M. **DRUG-FREE WORKPLACE:**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

N. **ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposal, Offerors certify that their proposal are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

O. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By entering into a written Contract with the Lottery, the Contractor certifies that they are not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

P. **INFORMATION SECURITY REVIEW:**

Should the Contractor's obligations involve creating, collecting, or storing Lottery information which is deemed sensitive by the Lottery, said Contractor shall participate in an annual information security review conducted by the Virginia Lottery Information Security Administrator to ensure that information protection policies and practices of the Contractor are sufficient for the Lottery information being created, collected and/or stored.

Q. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, they will have the following insurance coverage at the time the Contract is awarded. The Offeror further certifies that the Contractor and

any subcontractors will maintain this insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Contractor liability insurance policy shall insure against any and all claims against the Lottery based on libel, slander, piracy, plagiarism, invasion of privacy or Intellectual Property Rights infringement arising out of any Work Product, other product or service prepared by, or services performed by, Contractor, their employees or their Subcontractors, notwithstanding the fact that any such material may have been approved by the Lottery. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the Contract.

R. NONDISCRIMINATION OF CONTRACTOR:

A Offeror or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the Lottery, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

S. PAYMENT:

1. To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the Lottery Contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Lottery shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve the Lottery of its prompt payment obligations with respect to those charges which are not in dispute.

2. To Subcontractors:

- a) A Contractor awarded a Contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Lottery for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - ii. To notify the Lottery and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under

the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Lottery, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Lottery.

3. The Lottery encourages contractors and subcontractors to accept electronic and credit card payments.

T. **PERSONNEL SECURITY CLEARANCES:**

Contractor and their Subcontractors, officers and employees shall be subject to a criminal background search to be conducted by the chief security officer of the Virginia Lottery.

U. **PRECEDENCE OF TERMS:**

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

V. **QUALIFICATION OF OFFEROR:**

The Lottery may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Lottery all such information and data for this purpose as may be requested. The Lottery reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Lottery further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Lottery that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

W. **TAXES:**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

X. **TESTING AND INSPECTION:**

The Lottery reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Y. **TRANSPORTATION AND PACKAGING:**

By submitting their proposal, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VII. **METHOD OF PAYMENT AND INVOICING:**

Invoices shall be submitted by the fifth of each month for payment. All payments are Net 30.

Invoices shall be rendered directly to:

Virginia Lottery

Attention: Accounts Payable

VLAP@valottery.com (*preferable*)

600 East Main Street

Richmond, VA 23219

Invoice must contain the following information:

- Virginia Lottery's contract number;
- description of the goods and services;
- date goods and services were provided;
- invoice total;
- Contractor's Federal Identification Number or Federal Employer's Number.

If this information is not contained in the invoice, the invoice may be returned to the Contractor.

VIII. **DISCOUNT FOR PROMPT PAYMENT:**

Discount for prompt payment at: _____%/Net _____ days (see Discount for Prompt Payment requirement herein). This Discount will not be calculated in determining low bid amount(s).

IX. **ADDENDA:**

Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Proposals:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

X. **PRICING:**

The Offeror agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Request for Proposal at the following price(s):

Offerors are required to complete the below pricing for each lot they are responding to. Alternate pricing strategies are encouraged in addition to the below pricing. **All pricing information shall be submitted independently and separate from the rest of the Offeror's response.**

All production and associated costs will be pass-through costs with no additional fees. Production costs are defined as the preparation and purchase of all materials, services and talents necessary to complete the scope of work, including but not limited to, production cost such as finished art, photography, mechanicals, printing, films, talent payments, recording sessions, TV and radio production charges, video tapes, studio functions, and media placements.

Lot 1: Creative Advertising Strategic Services

	Monthly Fee	QTY	Annual Fee
Creative Advertising Strategic Services	\$	12	\$

Lot 2: Media Buying

	Monthly Fee	QTY	Annual Fee
Media Buying Services	\$	12	\$

XI. **SIGNATURE AND OFFEROR PROFILE SHEET:**

All proposals must be signed below in order to be considered.

All prices shall be F.O.B. to the delivery address(s) as specified herein. Freight, delivery costs, and incidental charges shall be included in the proposal price(s).

In compliance with this Request for Proposal #6623MG and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services proposal herein.

Complete Legal Name of Firm	
Address	
Remit To Address	
Authorized Signature	
Print Name	
Title	FIN #
Email	Telephone
Offeror Profile: Offeror shall indicate whether they are <i>certified</i> with the Virginia Department of Small Business and Supplier Diversity as a (check all that apply)	
<input type="checkbox"/> Small Business <input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Woman-Owned Business	
Certification Number: Expiration Date:	
Definitions and information on how to become certified may be obtained at www.sbsd.virginia.gov	
Contact person regarding this Proposal	
Check here to use above contact <input type="checkbox"/> or provide name below:	
Name:	
Email	Phone

XII. **OFFERORS CHECKLIST:**

The intent of the checklist is to assist the Offeror in providing a responsive proposal. It may not include all the requirements necessary to submit a responsive proposal. It is the responsibility of the Offeror to read the entire solicitation.

<input type="checkbox"/>	Offeror has clear understanding of goods/services requested
<input type="checkbox"/>	Offeror understands and agrees to all Special and General Terms & Conditions
<input type="checkbox"/>	Any tables/boxes within the Special Terms and Conditions must be completed by the Offeror (Offeror must write in these tables/boxes).
<input type="checkbox"/>	Offeror understands when proposal is due
<input type="checkbox"/>	Offeror understands where to mail or deliver proposal
<input type="checkbox"/>	Offeror understands that once a proposal is opened it is a binding document
<input type="checkbox"/>	Offeror signed and provided all information requested on RFP Signature Page
<input type="checkbox"/>	Offeror understands that contact with the Contract Specialist is encouraged if any questions arise prior to submitting a proposal
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

Addendum One – Virginia Lottery Acronyms and Terms



TITLE: AGENCY ACRONYMS AND TERMS

DATE: SEPTEMBER 13, 2021

A3	Alchemy 3 (vendor providing licensed property games)
ACTIVE VAL	Wellness Initiatives
ADA	Americans with Disabilities Act
AM	Area Manager
APA	Administrative Process Act
APA	Auditor of Public Accounts
ASR	Associate Sales Rep
BA	Brand Ambassadors (onsite event staff hired by vendor)
BA	Business Analyst
BC	Business Case
BDC	Back up Data Center
BDM	Business Development Manager
BI	Business Intelligence
BIA	Brand in Action
BIA	Business Impact Analysis (relates to COOP)
BO	Business Objects
BP	Business Planning
C4L	Cash4Life game
C5	Cash 5
CAT	Customer Acceptance Testing
CX	Customer Experience
CEM	Customer Experience Management
CMS	Content Management System (website, sitecore)
COB	Close of Business
COIA	Conflict of Interests Act
COOP	Continuity of Operations Plan
CRM	Customer Relationship Management
CSA	Customer Service Associate (CSC offices)
CSC	Customer Service Center
CSM	Customer Service Manager
CSR	Corporate Social Responsibility
CVC	Commonwealth of Virginia Campaign
DataLand	Big data/Virginia Lottery's big data warehouse
DBG	Draw-based games
DHRM	Department of Human Resource Management
DOA	Department of Accounts (Comptroller of Virginia)
DPB	Department of Planning and Budget (State Budget Office)
DREAM Team	Dedication, Responsibility, Education, Attitude, Motivation (members support internal brand)
DYN	Microsoft Dynamics (Financial ERP System)
ECI	Electronic Concepts Inc. (retailer equipment repair vendor and call center)
ECM	Enterprise Content Management (using SharePoint or some other tool)
ECR	Enhancement Change Request (form the end user fills out to modify the IGT Enterprise System software)
Elsym	ICS vendor (Internal Control System) for the IGT Gaming System
EPP	Express Point Plus (players use to check tickets to determine if winners)
ERM	Enterprise Risk Management
ESP	Email Service Provider



TITLE:	AGENCY ACRONYMS AND TERMS
DATE:	SEPTEMBER 13, 2021

ESMM displays)	Enterprise Series Multi-Media (flat-panel in-store marketing/advertising)
EWP	Employee Work Profile
FB	Facebook
FOIA	Freedom of Information Act
Flex	Standard IGT gaming system terminal at retail
FSM	Field Sales Manager
FST	Field Service Technician
GAB	General Assembly Building
Game Machine	Self service vending machine at retail
laaS	Infrastructure-as-a-Service (a form of cloud computing that provides virtualized computing resources (servers, network equipment and software) over the Internet
ICF	one of three digital partners (formerly Ironworks)
ICS	Internal Control System (independent system that recalculates gaming system results for verification)
IDP	Individual Development Plan
IG	Instagram
IGT	International Game Technology - gaming system and services vendor (formerly GTECH)
ITAC	Information Technology Advisory Committee
ITSC	Information Technology Security Committee
ITVM	Instant Ticket Vending Machine
KPI	Key Performance Indicator
LAN	Local Area Network
LDS	Lottery Draw Specialist
LL	LottoLand
LLL	LottoLand Lately
LSO	Lottery Security Official
LSP	Lottery Services Portal
MAD	Making a Difference (Corporate Social Responsibility program)
MDI	Media Drop-In (subsidiary of SGI, owner of licensed properties)
MM	Mega Millions
MO	Merchandising Orders
MP	Megaplier
MUSL	Multi-State Lottery Association
NACS	National Association of Convenience Stores
NASPL	North American Association of State and Provincial Lotteries
NCPG	National Council on Problem Gambling
NDP	Media-buying agency of record
NOC	Network Operations Center
NPI	Neo-Pollard Interactive (provider of enhanced internet subscription system)
NRF	National Retail Federation
OAG	Office of the Attorney General
OLPM	Online Product Management System
OSIG	Office of the State Inspector General
P3	Pick 3
P4	Pick 4



TITLE: AGENCY ACRONYMS AND TERMS

DATE: SEPTEMBER 13, 2021

PaaS	Platform-as-a Service (a complete development and deployment environment in the cloud, with resources that enable application developers to deliver everything from simple cloud-based apps to cloud-enabled enterprise applications.
PACR	Public Affairs and Community Relations
PAM	Player Account Management
PB	Powerball
PBI	Product backlog item
PBL	Pollard Banknote Ltd.
PDC	Primary Data Center
PGRI	Public Gaming Research Institute
PM	Project Manager
PMO	Project Management Office
POS	Point of Sale (items or equipment)
POV	Point of view; used with sponsorship and event evaluations
PP	Power Play
PPM	Project Portfolio Management
PZ	Prize Zone (HQ)
PZW	Prize Zone West
RACIX	Responsible, Accountable, Consulted, Informed, Not Involved
RAF	Retailer Activity Form
RAP	Retailer Accessibility Program
RFC	request for change on the Change Control site
RG	Responsible Gaming
RMA	Retail Merchants Association
RNG	Random Number Generator
SaaS	Software-as-a-Service (a software distribution model in which a third-party provider hosts applications and makes them available to customers over the Internet)
SAN	Storage Area Network
SBDM	Senior Business Development Manager
SCRUM*	- see end of document
SEA	Special Event Associate
SEIM	Security Event and Incident Management
SGI	Scientific Games, Inc.
SharePoint	Collaboration site
SIPOC	Suppliers, Inputs, Process, Outputs, Customers
SIR	Satisfaction Insight Review (satisfaction metrics review from website survey)
Sitecore	valottery.com technical platform
SM	Sales Merchandiser
SME	Subject Matter Expert
SMS	Text Message
SR	Sales Representative
SRAC	Sales Representative Advisory Council
SRS	Software Requirements Specification
SSIS	SQL server integration service
SSRS	SQL server reporting service
STAR	Security and technology architecture review
SWAM	Small, Women- and Minority-owned businesses



TITLE: AGENCY ACRONYMS AND TERMS

DATE: SEPTEMBER 13, 2021

SWOT	Strengths, Weaknesses, Opportunities and Threats
TAT	Thank a Teacher
TFS	Team Foundation Server
TIP	Technology Investment Process
TW	Telework
UAR	Usability Audit Review (usability review for valottery.com)
UAT	User Acceptance Testing (final customer acceptance testing stage of web development process)
UX	User Experience
VAB	Virginia Association of Broadcasters
VACPG	Virginia Council on Problem Gambling
VASS	Virginia Association of School Superintendents
VCEE	Virginia Council on Economic Education
VCIN	Virginia Criminal Information Network
VEP	Voluntary Exclusion Program
VFD	Vacuum Fluorescent Display
VITA	Virginia Information Technologies Agency
VM	Virtual Machine environment
VMSDC	Virginia Minority Supplier Development Council
VPCGA	Virginia Petroleum Convenience & Grocery Association
WA	Warehouse Associate
WAN	Wide Area Network
WCMS	Web Content Management System

***SCRUM:** Scrum is an iterative and incremental agile software development framework used by ITS and most of our vendors for managing product development. It defines "a flexible, holistic application development strategy where a development team works as a unit to reach a common goal", challenges assumptions of the "traditional, sequential approach" to product development, and enables teams to self-organize by encouraging physical co-location or close online collaboration of all team members, as well as daily face-to-face communication among all team members and disciplines in the project.